



ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
206 South Seventeenth Avenue - Phoenix, Arizona 85007-3213



July 16, 1996

FIFE SYMINGTON
Governor

LARRY S. BONINE
Director

THOMAS G. SCHMITT
State Engineer

E JACK HAMMITT
Joint Project
Administrator

Mr. Ken Travous, Executive Director
Arizona State Parks Board
1300 West Washington Street
Phoenix, AZ 85007

Re: Windsor Beach State Park
Agreement JPA 95-143
Project No. N-900-570/H3686 01C
Amendment No. 1

Dear Mr. Travous:

During the development of the above referenced project, the requirement for additional park access roads has become evident. To properly memorialize the agreement cost estimate adjustment, as well as the additions to the project scope, we may use this instrument as amendment number 1.


Therefore; references throughout the agreement which read "\$1,625,000.00" are changed to read "\$1,700,000.00." Moreover, paragraphs 4. and 5. are added to Section II on page 2 as follows:

"4. State Parks will provide to ADOT at no cost a 15.24 m (50 foot) wide right of way along the west or state park side of London Bridge Road at Industrial Boulevard for purposes of constructing new park access road improvements for Windsor Beach State Park. ADOT will accept this right-of-way in the name of Lake Havasu City, and upon completion of the project, Lake Havasu City will maintain the improvements on London Bridge Road at Industrial Boulevard."

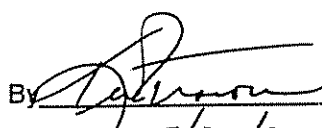
"5. Under the terms of Patent number 02-87-0005 with the United States of America, dated 7 November 1986, notify and obtain approval from the Bureau of Land Management authorized officer for the transfer of the above described right of way from the Parks Board through ADOT to Lake Havasu City."

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8269 or Mr Mellgren 255-8629.

Sincerely,


E. Jack Hammitt, CPM
Joint Project Administrator

Concur for the State Parks Board

By 
Date 7/23/96

A. G. Contract No. KR95 1870TRN
ADOT ECS File: JPA 95-143
Project: N-900-570/H3686 01C
Section: Windsor Beach State Park

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA STATE PARKS BOARD

THIS AGREEMENT is entered into 18 September, 1995,
between the agencies of the STATE OF ARIZONA, to wit; the
DEPARTMENT OF TRANSPORTATION (the "ADOT") and the ARIZONA STATE
PARKS BOARD, acting by and through its Executive Director (the
"Parks Board").

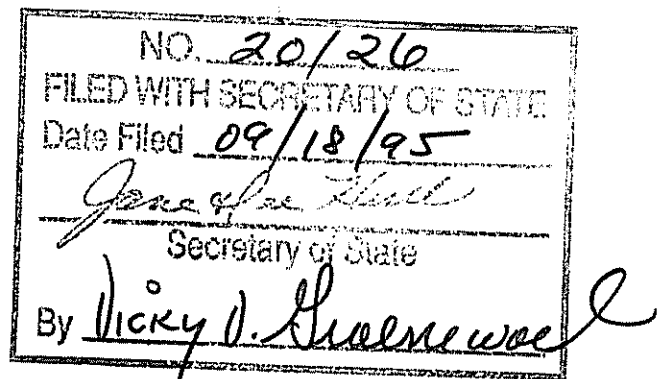
I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. The Parks Board is empowered by Arizona Revised
Statutes Section 41-511.05 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Parks Board.

3. The ADOT and the Parks Board desire to construct
roadway improvements to Windsor Beach State Park, including
improvements to park access and interior roads, at an estimated
cost of \$1,625,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. According to ADOT standards and specifications, and at it's own cost, ADOT will design, call for bids and award one or more construction contracts for the Project, administer same and make all payments to the contractor. ADOT will be responsible for any contractor claims for extra compensation on ADOT's Project.

a. The work includes, but is not limited to improvements to park access and interior roads. The estimated cost of these improvements is \$1,625,000.00.

b. As part of the Project design, ADOT will develop conceptual loctions for and provide environmental design services for a new boat launch ramp to be constructed by Parks Board. Upon completion of construction by Parks Board, ADOT will invoice Parks Board for the cost of design related services for the boat ramp, in an amount not to exceed \$29,800.00.

2. ADOT may acquire in the name of the Parks Board additional rights of way as may be required for the Project, and, the Parks Board hereby authorizes ADOT to condemn rights of way in the name of the Parks Board, as necessary to accomplish said acquisition(s). The Parks Boards shall accept any right of way for the Project acquired by ADOT as part of the State Park system.

3. The Parks Board will reimburse ADOT for the cost of design related services for the boat ramp, within 30 days after receipt of an invoice, in a total amount not to exceed \$29,800.00, and provide information to support the development and construction of the Project and necessary permits allowing for the contemplated Project construction.

4. Upon completion and acceptance of the Project by ADOT, maintenance and operation of the Project within the park shall be the sole responsibility of the Parks Board.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

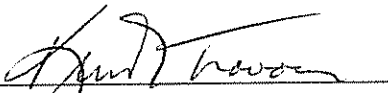
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

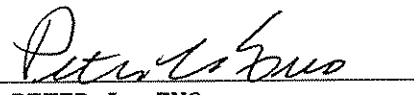
Arizona State Parks Board
Capital Development Manager
1300 West Washington Street
Phoenix, AZ 85007

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA
State Parks Board

STATE OF ARIZONA
Department of Transportation

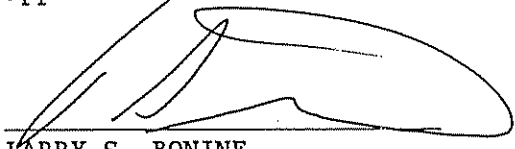
By 
KEN TRAVOUS
Executive Director

By 
PETER L. ENO
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 7th day of August 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona State Parks Board for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Windsor Beach State Park.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE
Director

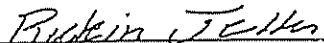
RESOLUTION NO. 134
By the Arizona State Parks Board
Authorizing the Execution of the Intergovernmental
Agreement with the
Arizona Department Transportation


Under powers granted to the Arizona State Parks Board by ARS 41-511.05, BE IT RESOLVED on this 16th day of June 1995, that the ARIZONA STATE PARKS BOARD determines it is in the best interest of the State of Arizona to enter into an interagency Agreement with the ARIZONA DEPARTMENT OF TRANSPORTATION wherein the ARIZONA DEPARTMENT OF TRANSPORTATION will improve various areas within the listed State Parks, including, but not limited to, drainage easements, construction easements, road rights-of-way, and the acquisition of such lands in the name of the Parks Board where necessary to accomplish such improvements. The Board designates as public highways the roads, spurs, and other traffic related appurtenances within the listed parks for the purpose of constructing improvements under and this and subsequent Interagency Agreements.


Therefore, authorization is hereby given to the Arizona State Parks Board's Executive Director, or his designee, to sign said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

The attached listing is the Arizona Department of Transportation/Arizona State Parks Board road improvement program. The projects listed are scheduled to be initiated within the fiscal year listed.

PASSED, ADOPTED, AND APPROVED by the Arizona State Parks Board this 16th day of June, 1995.


Rukin Jelks, Chairman


Phyllis R. Hughes, Assistant A.G.
(Approved as to form)



Notary Public
(Attest)

My Commission Expires Apr. 27, 1996

STATE OF ARIZONA

I, the undersigned, Kenneth E. Travous, being the duly appointed and qualified Executive Director of Arizona State Parks Board, certify that the foregoing copy of Resolution No. 134 passed and adopted at a regular meeting of the Arizona State Parks Board, held on the 16th day of June, 1995, at which a quorum was present and voted in favor of said Resolution.

Given under my hand and seal this 16th day of June, 1995.


Kenneth E. Travous
Executive Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1870-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of September, 1995.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/111